United States Bankruptcy Court
Eastern District of Wisconsin

In re **Lu Yang**
N Kady Herr-Yang

Debtor(s)

Case No.

Chapter **13**

CHAPTER 13 PLAN

NOTICES

NOTICE TO DEBTORS: This plan is the model plan as it appears in the Appendix to the Local Rules of the Bankruptcy Court for the Eastern District of Wisconsin on the date this plan is filed. THIS FORM PLAN MAY NOT BE ALTERED IN ANY WAY OTHER THAN WITH THE SPECIAL PROVISIONS IN SECTION 10.

■ **A check in this box indicates that the plan contains special provisions set out in Section 10 below.**

NOTICE TO CREDITORS: YOUR RIGHTS WILL BE AFFECTED BY THIS PLAN. You should read this Plan carefully and discuss it with your attorney. If you oppose any provision of this plan you must file a written objection. The time to file an objection will be in a separate notice. Confirmation of this Plan by the Court may modify your rights. You may receive less than the full amount of your claim and/or a lesser interest rate on your claim.

You must file a proof of claim in order to be paid under this Plan. Payments distributed by the Trustee are subject to the availability of funds.

THE PLAN

Debtor or Debtors (hereinafter "Debtor") propose this Chapter 13 Plan:

1. Submission of Income.

■ **Debtor's annual income is above the median for the State of Wisconsin.**
☐ **Debtor's annual income is below the median for the State of Wisconsin.**

(A). Debtor submits all or such portion of future earnings or other future income to the Chapter 13 Trustee (hereinafter "Trustee") as is necessary for the execution of this Plan.

(B). Tax Refunds (Check One):

☐ Debtor is required to turn over to the Trustee 50% of all net federal and state income tax refunds received during the term of the plan.
■ Debtor will retain any net federal and state tax refunds received during the term of the plan.

2. Plan Payments and Length of Plan. Debtor shall pay the total amount of **$71,872.20** by paying **$1,197.87** per (check one) ■ month ☐ week ☐ every two weeks ☐ semi-monthly to Trustee by ☐ Periodic Payroll Deduction(s) from (check one) ☐ Debtor ☐ Joint Debtor or by ■ Direct Payment(s) for the period of **60** months. The duration of the plan may be less if all allowed claims in every class, other than long-term claims, are paid in full.

■ If checked, plan payment adjusts as indicated in the special provisions located at Section 10 below.

3. Claims Generally. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. Creditors may file a proof of claim in a different amount. Objections to claims may be filed before or after confirmation.

The following applies in this Plan:

CHECK A BOX FOR EACH CATEGORY TO INDICATE WHETHER THE PLAN OR THE PROOF OF CLAIM CONTROLS:

		Plan Controls	Proof of Claim Controls
A.	Amount of Debt	☐	■
B.	Amount of Arrearage	☐	■
C.	Replacement Value - Collateral	■	☐
D.	Interest Rate - Secured Claims	■	☐

FAILURE TO CHECK A BOX UNDER A CATEGORY IN THIS SECTION WILL MEAN THAT A PROPERLY FILED PROOF OF CLAIM WILL CONTROL FOR THE CORRESPONDING SUB-PARAGRAPH OF THE PLAN.

4. Administrative Claims. Trustee will pay in full allowed administrative claims and expenses pursuant to 507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). Trustee's Fees. Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee, not to exceed 10% of funds received for distribution.

(B). Debtor's Attorney's Fees. The total attorney fee as of the date of filing the petition is $ **4,000.00** . The amount of $ **1,275.00** was paid prior to the filing of the case. The balance of $ **2,725.00** will be paid through the plan. Pursuant to 507(a)(2) and 1326(b)(1), any tax refund submission received by the trustee will first be used to pay any balance of Debtor's Attorney's Fees.

Total Administrative Claims: **$9,259.00**

5. Priority Claims.

(A). Domestic Support Obligations (DSO).

■ If checked, Debtor does not have any anticipated DSO arrearage claims or DSO arrearage claims assigned, owed or recoverable by a governmental unit.

☐ If checked, Debtor has anticipated DSO arrearage claims or DSO arrearage claims assigned, owed or recoverable by a governmental unit. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. 507(a)(1) will be paid in full pursuant to 11 U.S.C. 1322(a)(2). A DSO assigned to a governmental unit might not be paid in full. 11 U.S.C. 507(a)(1)(B) and 1322(a)(2).

(a) DSO Creditor Name and Address	(b) Estimated Arrearage Claim	(c) Total Paid Through Plan
-NONE-		
Totals	**$0.00**	**$0.00**

(B). Other Priority Claims (e.g., tax claims). These priority claims will be paid in full through the plan.

(a) Creditor	(b) Estimated claim
IRS-Central Insolvency Operations	**$0.00**
Wisconsin Department of Revenue	**$0.00**
Totals:	**$0.00**

Total Priority Claims to be paid through plan: **$0.00**

6. Secured Claims. The holder of a secured claim shall retain the lien securing such claim until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under Section 1328. The value, as of the effective date of the plan, of property to be distributed under the plan on account of such claim is not less than the allowed amount of the claim.

(A). Claims Secured by Personal Property.

☐ If checked, The Debtor does not have claims secured by personal property which debtor intends to retain. Skip to 6(B).

■ If checked, The Debtor has claims secured by personal property which debtor intends to retain.

(i). **Adequate protection payments.** Creditor must file a proof of claim to receive adequate protection payments. Upon confirmation the treatment of secured claims will be governed by Paragraph (ii) below. The Trustee shall make the following monthly adequate protection payments to creditors pursuant to 1326(a)(1)(C):

(a) Creditor	(b) Collateral	(c) Monthly Adequate protection payment amount
-NONE-		
	Total monthly adequate protection payments:	**$0.00**

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b).

(a). **Secured Claims - Full Payment of Debt Required.**

■ If checked, the Debtor has no secured claims which require full payment of the underlying debt. Skip to (b).

☐ If checked, the Debtor has secured claims which require full payment of the underlying debt. Claims listed in this subsection consist of debts (1) secured by a purchase money security interest in a vehicle; (2) which debt was incurred within 910 days of filing the bankruptcy petition; and (3) which vehicle is for the personal use of the debtor; **OR**, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. *See* 1325(a)(5). After confirmation the Trustee will pay the monthly payment in column (f).

(a) Creditor	(b) Collateral	(c) Purchase Date	(d) Claim Amount	(e) Interest Rate	(f) Estimated Monthly Payment	(g) Estimated Total Paid Through Plan
-NONE-						
TOTALS			**$0.00**		**$**	**$0.00**

(b). **Secured Claims - Replacement Value.**

☐ If checked, the Debtor has no secured claims which may be reduced to replacement value. Skip to (B).

■ If checked, the Debtor has secured claims which may be reduced to replacement value. The amount of the debt or the replacement value assigned to the property is in column (d).

(a) Creditor	(b) Collateral	(c) Purchase Date	(d) Replacement Value/Debt	(e) Interest Rate	(f)Estimated Monthly Payment	(g) Estimated Total Paid Through Plan
Seterus Inc	**Rental property located at: 1716-1718 N. Granville Rd. Milwaukee, WI 53224 FMV is from appraisal done in July of 2012.**		**$55,000.00**	**%5.00**	**$Prorata**	**$62,612.43**
TOTALS			**$55,000.00**		**$prorata payments**	**$62,612.43**

(B). Claims Secured by Real Property Which Debtor Intends to Retain.

(i) ☐ If checked, the Debtor does not have any claims secured by real property that Debtor intends to retain. Skip to (C).

■ If checked, the Debtor has claims secured by Real Property that debtor intends to retain. Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise.

(a) Creditor	(b) Property description
Bk Of Amer	**Homestead located at: 1809 W. Ramsey Ave. Milwaukee, WI 53221 FMV is 2012 property tax bill ($172,300) less 8% closing costs ($13,784)**

(ii)

☐ If checked, the Debtor has an arrearage claim secured by Real Property that the Debtor will cure through the Plan. Trustee may pay each allowed arrearage claim the estimated monthly payment indicated in column (d) until paid in full.

(a) Creditor	(b) Property	(c) Estimated Arrearage Claim	(d) Estimated Monthly Payment	(e) Estimated Total Paid Through Plan
-NONE-				
TOTALS		**$0.00**		**$0.00**

Total Secured Claims to Be Paid Through the Plan: **$62,612.43**

(C). Surrender of Collateral. This Plan shall serve as notice to creditor(s) of Debtor's intent to surrender the following collateral. Any secured claim filed by a secured lien holder whose collateral is surrendered at or before confirmation will have their secured claim treated as satisfied in full by the surrender of the collateral.

(a) Creditor	(b) Collateral to be surrendered
Orange Lake Country Cl	**Timeshare located at: 8505 W. Irlo Bronson Memorial Hwy Kissimmee FL, 34747 Subject to: 1. Orange Lake Country Cl Mortgage: $7,747.00 FMV is based on what debtor would accept for it**

7. Unsecured Claims.

(A). Debtor estimates that the total of general unsecured debt not separately classified in paragraph (b) below is **$ 69,547.00** . After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of not less than **$ 0.00** or **0** %, whichever is greater.

(B). Special classes of unsecured claims:
None

Total Unsecured Claims to Be Paid Through the Plan: $0.00

8. Executory Contracts and Unexpired Leases.

■ If checked, the Debtor does not have any executory contracts and/or unexpired leases.

☐ If checked, the Debtor has executory contracts and/or unexpired leases. The following executory contracts and unexpired leases are assumed, and payments due after filing of the case will be paid directly by Debtor. Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors after confirmation.

(a) Creditor	(b) Nature of lease or executory contract	(c) Estimated arrearage claim	(d) Estimated monthly payment
-NONE-			
		Totals:	**$**

All other executory contracts and unexpired leases are rejected upon confirmation of the plan.

9. Property of the Estate. Property of the estate shall revest in Debtor (Check one):
☐ Upon Confirmation; or
■ Upon Discharge

10. Special Provisions. Notwithstanding anything to the contrary set forth above, the Plan shall include the provisions set forth below. **The provisions will not be effective unless there is a check in the notice box preceding Paragraph 1 of this plan.**

Section 2 - Plan Payments
☐ IF CHECKED, Plan payments will increase to **$ 0.00** upon completion or termination of __.

☐ IF CHECKED, No Plan payments will be due for the months of __ during the term of the plan. (Summer Skip Provision)
SEE ATTACHMENT
SEE ATTACHMENT A

11. Direct Payment by Debtor. Secured creditors and lessors to be paid directly by the Debtor may continue to mail to Debtor the customary monthly notices or coupons or statements notwithstanding the automatic stay.

12. Modification. Debtor may file a pre-confirmation modification of this plan that is not materially adverse to creditors without providing notice to creditors if the Debtor certifies that said modification is not materially adverse to said creditors.

Date **May 31, 2013** Signature **/s/ Lu Yang**
Lu Yang
Debtor

Date **May 31, 2013** Signature **/s/ N Kady Herr-Yang**
N Kady Herr-Yang
Joint Debtor

Attorney **/s/ Michael P. Maxwell**
Michael P. Maxwell 1033231

State Bar No.	**1033231**
Firm Name	**Maxwell Attorneys LLC**
Firm Address	**8112 W. Bluemound Road, Suite 61** **Wauwatosa, WI 53213**
Phone	**414-727-0123**
Fax	**414-727-0124**
E-mail	**mmaxwell@maxwellattorneys.com**

Chapter 13 Model Plan - as of January 20, 2011

In re Lu Yang
N Kady Herr-Yang
Debtor(s)

Case No. ____________

CHAPTER 13 PLAN
Attachment A

a) Debtor shall attempt to do a loan modification through the bankruptcy mortgage mediation program. Debtor will commence with mortgage payment at 75% of current mortgage payment ($1291.00 per month) on June 1, 2012. Debtor shall not pay any bankruptcy arrears through the plan. If debtor is unable to secure a loan modification, debtor shall modify plan to provide for payment of arrears or surrender the house.

b) Section (4)(B) is modified to add the following: At initial disbursement following confirmation of plan, all available funds on hand to be paid toward Debtor's Attorney's fees. The balance of attorney fees, if any, will be paid from all available funds on hand, monthly until the fee is paid in full.

c) The plan filed by the debtor herein specifically rejects, avoids, cancels and otherwise releases the debtor from any and all contractual provisions, with any party or entity, which could or may impose on the debtor any duty, requirement or obligation to submit any and all claims, demands or causes of action of the debtor or any defenses, affirmative or otherwise, of any nature whatsoever, whether known or unknown, and whether arising pre-petition or post-petition, to any form of binding arbitration or alternative dispute resolution. Consequently, any such clauses, conditions or provisions, whether arising under the Federal Arbitration Act or any state rule, statute or regulation, are invalid, void and otherwise unenforceable as to the debtor or the Chapter 13 Trustee.

d) The debtor does not waive, release or discharge but rather retain and reserve for themselves and the Chapter 13 Trustee any and all pre-petition claims and any and all post-petition claims that they could or might assert against any party or entity arising under or otherwise related to any state or federal consumer statute or under state or federal common law including but no limited to fraud, misrepresentation, breach of contract, unfair and deceptive actions and practices, retail installment sales act violations, Truth in Lending violations, Home Equity Protection Act violations, Real Estate Settlement Protection Act violations, Equal Credit Opportunity Act violations, Fair Credit Billing Act violations, Consumer Leasing Act violations, Federal Garnishment Act violations, Electronic Funds Transfer Act violations, and any and all violations arising out of rights or claims provided for by Title 11 of the United States Code, by the Federal Rules of Bankruptcy Procedure, or by the Local Rules of this Court.

e) Acceptance by creditors of payments under this plan and/or failure of any creditor to file an objection to confirmation of the plan herein, constitutes waiver of any right(s) of said creditor(s) to seek enforcement of any arbitration agreement and constitutes consent to the removal of any arbitration clause from any type of contract or contracts with the debtor herein.

f) Confirmation of this plan does not bar a party in interest from objecting to a claim which is not filed in accordance with Federal Bankruptcy Rules 3001 or 3002.

g) Property of the estate includes all of the property specified in 11 U.S.C. Section 541 and all property of the kind specified in such section acquired by the debtor(s) after commencement of the case but before the case is closed, dismissed or likewise converted to one under another chapter of the Code. All property of the debtor remains vested in the estate until completion of the plan.

h) Confirmation of the plan shall impose a duty on the holders and/or servicers of claims secured by liens on real property to apply the payments received from the trustee on the prepetition arrearages, if any, only to such arrearages; to deem the prepetition arrearages as contractually current by confirmation, for purposes of assessing late fees or seeking other remedies; to apply the direct mortgage payments, if any, paid by the trustee or by the debtor(s) to the month in which they were made under the plan or directly by the debtor(s), whether such payments are immediately applied to the loan or placed into some type of suspense account; to notify the trustee, the debtor(s) and the attorney for the debtor(s) of any changes in the interest rate for an adjustable rate mortgage and the effective date of the adjustment; to notify the trustee, the debtor(s) and attorney for the debtor(s) of any change in the taxes and insurance that would either increase or reduce the escrow portion of the monthly mortgage payment; and to otherwise comply with 11 U.S.C. Section 524(i).

i) Secured creditors' liens on personal property will be released the earlier of the date the debt is paid in full under non-bankruptcy law or the debtor is granted discharge under §1328 in this case. The creditor shall within 30 days of receipt of the notice of the entry of the Discharge Order, execute a release of its security interest on the said title or certificate, in the space provided therefore on the certificate or as the Division of Motor Vehicles prescribes, and mail or deliver the certificate and release to the debtor(s) or the attorney for the debtor(s). Confirmation of this plan shall impose an affirmative and direct duty on each such secured party to comply with the provision. This provision shall be enforced in a proceeding filed before the Bankruptcy Court and each such creditor consents to such jurisdiction by failure to file any timely objection to this plan. Such an enforcement proceeding may be filed by the debtor(s) in this case either before or after the entry of the discharge order and either before or after the closing of this case. The debtor(s) specifically reserve the right to file a motion to reopen this case under Section 350 of Title 11 of the United States Code to pursue the rights and claims provided for herein.